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September 22, 2016

Mr. Brian Zaiger
Krieg DeVault
12800 North Meridian Street, Ste. 300
Carmel, IN 46032

RE: Interlocal Agreement

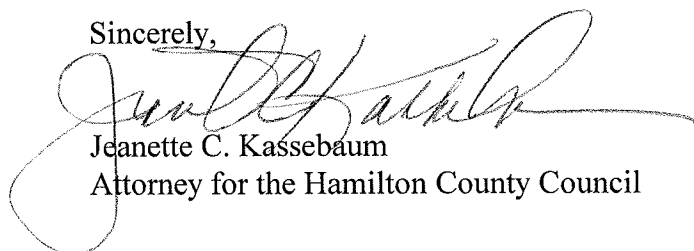
Dear Brian:

I have enclosed a copy of the Interlocal Agreement that was executed by the Hamilton County Council at its regular meeting on September 7, 2016. The Agreement concerns the 2017 funding and administration of the Youth Assistance Program for the City of Westfield.

Due to the expansion of the Program over the past few years, the County Council prepared the enclosed Interlocal Agreement to reflect the current understanding of the parties as to how the Program is actually being funded and administered. It is the Council's intention to terminate the current Interlocal Agreement with the City of Fishers as of December 31, 2016, and to replace it by the enclosed Agreement. In order for the County to contribute its portion of the funding in 2017, please have it properly executed prior to December 1, 2016.

Please forward the original or a copy to me as we will also need to secure final approval from the Hamilton County Board of Commissioners before the end of this year. Should you have any questions or concerns, please feel free to call me. Otherwise, I will assume the Agreement is satisfactory and will be executed in due time.

Sincerely,



Jeanette C. Kassebaum
Attorney for the Hamilton County Council

cc: Ms. Amy Massillamany, President, Hamilton County Council
Judge Steve Nation
Ms. Tricia Akers, Program Director

**INTERLOCAL AGREEMENT BY AND BETWEEN
HAMILTON COUNTY, INDIANA, AND THE CITY OF WESTFIELD,
REGARDING FUNDING AND ADMINISTRATIVE PROVISIONS OF
THE YOUTH ASSISTANCE PROGRAM**

RECITALS:

WHEREAS, the City of Westfield ("Unit") participates in the Youth Assistance Program ("Program") that was established, pursuant to I.C. §31-32-3-11, in order to aid "at-risk" youths in its community that are in need of assistance to prevent these youths/juveniles from becoming part of the juvenile and criminal justice systems; and

WHEREAS, the Program offers voluntary and preventative services and programs to "at risk" children, as defined by I.C. §31-9-2-9.9, to maintain them in school, help them lead a productive life, and reduce the incidences of delinquency, status offenses and neglect within the community; and

WHEREAS, the Unit and Hamilton County, individually and collectively, have determined that the Program should continue in the community by their respective contributions and cooperation; and

WHEREAS, I.C. §36-1-7 *et seq.* permits interlocal agreements by and between governmental entities; and

WHEREAS, the Unit and Hamilton County, Indiana are governmental entities located within Hamilton County.

THEREFORE, the Unit and the County, by the undersigned and in consideration of the foregoing conditions and other valuable consideration, the receipt of which is hereby acknowledged, agree to the following funding, administrative and general provisions regarding the operation of the Youth Assistance Program:

AGREEMENT

FUNDING PROVISIONS

1. Purpose of Agreement. The purpose of this Agreement is for the County and the Unit to jointly contribute resources and to cooperate in operating the Youth Assistance Program.
2. County Position. The County has already established a County employee position of Youth Assistance Program Case Worker/Early Intervention Advocate ("Case Worker"), pursuant to I.C. §31-9-2-43.2.

- C. Part-Time Employment. Each Case Worker shall be employed by the County on a part-time basis (29 hours per week or less), unless the position is approved as a full-time position by the Hamilton County Council.
- 5. County Policies. As a County employee, each Case Worker shall agree to abide by all policies stated in the County Employee Handbook and agrees to cooperate in executing all necessary documents to effectuate his/her employment with the County.
- 6. Annual Report. The Director of the Program shall provide the County with an annual report, to be presented at a regular County Council meeting no later than January for the prior calendar year.

GENERAL PROVISIONS

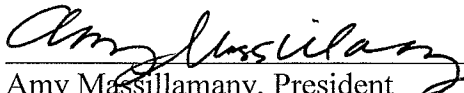
- 7. Representations of the Parties. Each Unit and the County represents to the other that:
 - A. The party has all requisite power and authority to carry out the obligations set forth in this Agreement.
 - B. The party has the power, authority, and legal right to enter into and perform its obligations set forth in this Agreement.
 - C. This Agreement has been duly entered into and delivered and constitutes a legal valid, and binding obligation of the party, enforceable by its terms and the party is stopped from making a claim based upon the unenforceability of this Agreement.
- 8. Effective Date. This Agreement shall be effective upon the latest date of:
 - A. Signing by the parties hereto; or
 - B. The passage of appropriate resolutions and ordinances, and subsequent recording of this Agreement with the Hamilton County Recorder.
 - C. For audit purposes, the Hamilton County Auditor shall file this Agreement with the Indiana State Board of Accounts within sixty (60) days after this Agreement takes effect as required by I.C. § 36-1-7-6.
- 9. Joint Board and Disputes. The parties shall establish a Joint Board for purposes of administering this Agreement. The Board will consist of one of the Juvenile Court Judges, the Mayor of the City or the Mayor's designee, and the Director of the Youth Assistance Program. Meeting dates, locations and agenda will be determined by consensus of the Joint Board. Disputes regarding this Agreement will be resolved by the Joint Board. Upon the Joint Board's failure to resolve any disputes, the respective executive officers of each party to this Agreement, or their designees, shall resolve the dispute.

10. Joint Property. There will be no jointly held property under this Agreement. In the event this Agreement is terminated by either party, the County shall immediately retrieve and maintain all property in possession of the Case Worker.
11. Termination, Amendment and Renewal. Unless otherwise stated herein, this Agreement may be terminated by either party upon ninety (90) days written notice to the other party. Notice to the City shall be served upon the Mayor of the City. Notice to the County shall be served upon both the Judge of the Hamilton Superior Court 1 and Circuit Court. The Judges shall then immediately notify the Board of Commissioners and the County Council. Any amendments to this Agreement shall be in writing and approved by the respective parties.

This Agreement is for a term of one (1) year, beginning January 1, 2017, and the parties agree to execute a new Interlocal Agreement for each subsequent year of the Program.

SO AGREED THIS 7th DAY OF September, 2016.


HAMILTON COUNTY COUNCIL:

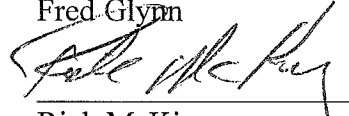

Amy Massillamany, President

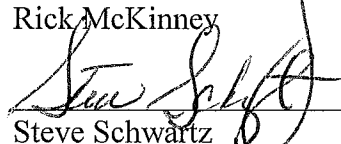

Paul Ayers


Brad Beaver

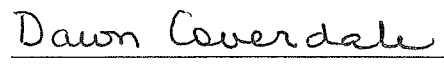
James Dillon


Fred Glynn


Rick McKinney


Steve Schwartz

ATTESTED BY:


Dawn Coverdale, Auditor

SO AGREED THIS _____ DAY OF _____, 2016.

WESTFIELD CITY COUNCIL:

Charles Lehman, President

Jim Ake

Robert L. Horkay

Steven Hoover

James J. Edwards

Cindy L. Spoljaric

Mark F. Keen

ATTEST:

Cindy Gossard, Clerk Treasurer

MAYOR'S APPROVAL:

J. Andrew Cook

SO AGREED THIS _____ DAY OF _____, 2016.

**BOARD OF COMMISSIONERS
OF HAMILTON COUNTY:**

Mark E. Heirbrandt

Christine Altman

Steven C. Dillinger

ATTEST:

Dawn Coverdale, Auditor